

**UNITED STATES BANKRUPTCY COURT
ESTERN DISTRICT OF TEXAS
TYLER DIVISION**

IN RE:

CASE NO. 19-60046

**U.S. Bank Trust National Association, as
Trustee of Chalet Series III Trust
Movant,**

Alicia R. Crumpton-Bagley
Respondent.

AGREED ORDER MODIFYING AUTOMATIC STAY

Prior to a hearing scheduled for March 5, 2020, U.S. Bank Trust National Association, as Trustee of Chalet Series III Trust ("Movant") and Alicia R. Crumpton-Bagley("Debtor") have reached an agreement with regard to the modification of the automatic stay. Based upon the agreement of the parties, the Court finds that just cause exists for entry of the following order.

It is therefore, **ORDERED** that:

1. The automatic stay provided by 11 U.S.C. Section 362 is modified and shall remain in effect unless terminated as hereinafter provided.
2. The post-petition arrears consists of \$1,188.04 in post petition arrearage payments and \$675.00 in attorney's fees and costs for total of \$1,863.04. Debtor will pay this amount by making five payments of 198.00 on the 15th day of each month starting March 15 2020 with a sixth and final payment of \$198.04 due on August 15, 2020.

3. Debtor shall remain current on all other monthly mortgage payments, beginning with the payment due March 1, 2020, and the 1st day of each month thereafter, including the contractual grace period for such payments.

4. Debtor shall make all Trustee payments promptly when due, according to the provisions of Debtor's Chapter 13 Plan, including adequate protection payments.

5. Should Debtor default on any terms of this order, Movant shall mail notice of the default to Debtor and Debtor's attorney by U.S. First Class mail, postage prepaid. Should Debtor not cure the default within ten (10) days of the date Movant mails the notice, the Automatic Stay of 11 U.S.C. Section 362 shall and is hereby ordered lifted with respect to Movant's collateral. Debtor's right to default and cure with the prescribed ten (10) day period is limited to two (2) such events, and nothing contained herein shall entitle Debtor to cure a third or subsequent default as to the terms of this Agreed Order. In the event of termination of the automatic stay, file a Notice of Termination of Stay with the Court and shall Movant, or its successor in interest, shall be authorized to enforce its lien rights and pursue its statutory and contractual remedies to gain possession of property located at 6656 County Road 4819, Athens, Texas 75752.

6. Movant shall immediately notify the office of the Standing Chapter 13 Trustee in the event that it forecloses its interest upon the collateral described in this Agreed Order pursuant to the terms of the Agreed Order.

7. Any check tendered to Movant by Debtor for any payment hereunder which is returned by Debtor's bank for any reason shall not be deemed a timely payment under this Agreed Order.

8. In the event that this case is dismissed, for any reason whatsoever, prior to the completion of the payments set out in Paragraph 2 above, the terms of this Agreed Order shall no

longer apply. In the event that this case is converted to a proceeding under Chapter 7 or 11 of the U.S. Bankruptcy Code, then all arrearages due under the Note shall be deemed due upon such conversion. Should Debtor fail to timely cure said arrearage, Movant may abandon the terms if the Property has been previously exempted from the estate, this Agreed Order, and the 11 U.S.C. Section 362(a) stay shall terminate without further notice or order of the Court, and Movant shall be free to exercise any rights granted to it by the loan documents with respect to the Property, including, but not limited to, the initiation and completion of foreclosure of the Property.

Signed on 03/04/2020



THE HONORABLE BILL PARKER
CHIEF UNITED STATES BANKRUPTCY JUDGE

APPROVED AS TO FORM AND SUBSTANCE:

/S/ Richard E. Anderson
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